

ARTICLE 4: UNION RIGHTS AND RESPONSIBILITIES

EXCLUSIVITY

- 4.1 The American Foreign Service Association (AFSA) of the Foreign Agricultural Service (FAS) is the sole and exclusive representative of all employees in its bargaining unit and, as such, is entitled to act for and negotiate collective bargaining agreements covering these employees. AFSA/FAS must represent the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership and shall have unrestricted access to these employees to perform these responsibilities.

REPRESENTATION

- 4.2 For the purpose of administering this Agreement, the Employer agrees to recognize representatives of the American Foreign Service Association, AFSA/FAS and their designees. For any single issue, AFSA/FAS will designate a single point of contact.
- 4.3 AFSA/FAS shall be given the opportunity to be represented at any examination of a bargaining unit member by the Employer or an agent of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests such representation. The Employer shall notify the employee of his/her right to union representation at the beginning of any such meeting.
- 4.4 AFSA/FAS has the right to represent an employee or group of employees at any formal discussions between one or more representatives of the Employer and one or more employees of the bargaining unit concerning a grievance, personnel practice or procedure or any other matter that could affect other bargaining unit members' general working conditions in the United States or abroad. AFSA does not require employee permission to be present at such discussions.
- 4.5 When possible, AFSA/FAS shall be given a minimum of 24 hours written notice of general meetings and formal discussions with bargaining unit members. AFSA/FAS recognizes that there may be circumstances that preclude such notice and, in those cases, the Employer agrees to give AFSA/FAS a reasonable amount of time to arrange for representation before proceeding with the meeting. At its discretion, AFSA/FAS may designate up to three (3) representatives, including the AFSA/FAS Vice President, to attend such meetings.
- 4.6 The AFSA/FAS Vice President or his/her designee from the bargaining unit shall represent AFSA/FAS at formal meetings outside the Washington, DC metropolitan area. The representative will be granted official time, including reasonable and

necessary travel time, to attend such meetings. The Employer normally will not pay travel and/or per diem expenses related to such meetings, but may consider doing so in limited circumstances.

- 4.7 The Employer shall provide AFSA/FAS notice and opportunity to be represented at all formal EEO complaint settlement discussions where the complainant is a bargaining unit member. When possible, AFSA will receive 48 hours notice of all such settlement discussions.
- 4.8 The Employer shall provide AFSA/FAS notice and opportunity to be represented at grievance settlement discussions.

RESTRAINT

- 4.9 AFSA/FAS officials and representatives performing duties under this Agreement and applicable statutes will not be subject to restraint, coercion, reprisal, or discrimination as the result of performing such duties.

ACCESS TO INFORMATION

- 4.10 AFSA/FAS shall have access to all pertinent information necessary to carry out its representational responsibilities. In accordance with the provisions of Section 1013 (e) (4) of Chapter 10 of the Foreign Service Act, the Employer agrees to provide AFSA/FAS, upon request and to the extent not prohibited by law, all data, which is normally maintained by FAS in the regular course of business and which is reasonably available and necessary for the full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining and which does not constitute guidance, advice, counsel, or training provided for management officials or confidential employees, relating to collective bargaining.
- 4.11 These data will be transmitted to AFSA/FAS as soon as possible, but in general, within 10 working days of the request. The Employer will notify the requesting AFSA/FAS representative if it will be unable to provide the requested information within about 10 working days of the request.